

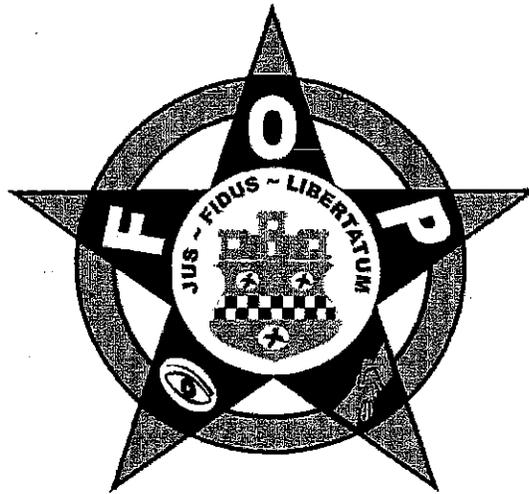


**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**

**AND**



**THE BOARD OF PARK COMMISSIONERS  
CLEVELAND METROPOLITAN PARK DISTRICT**

**FOR**

**RANGER SERGEANTS**

**EFFECTIVE: January 1, 2014  
EXPIRES: December 31, 2016**

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## AGREEMENT

### ARTICLE 1: PURPOSE

This Agreement, entered into between the Board of Park Commissioners of Cleveland Metropolitan Park District (hereinafter referred to as Employer or Cleveland Metroparks), and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the Union or FOP/OLC, has as its purpose --

- A. To provide a fair and reasonable method by which employees covered by this Agreement can participate through the FOP/OLC in the establishment of terms and conditions of employment;
- B. To provide for the effective and efficient operation of Cleveland Metroparks;
- C. To establish an orderly procedure for the resolution of differences between the Employer and members represented by the FOP/OLC.

### ARTICLE 2: RECOGNITION

2.1 The Employer recognizes the FOP/OLC as the sole and exclusive representative of its full-time Ranger Sergeants, except for the excluded Zoo Liaison Sergeant and Mounted Division Sergeant pursuant to the certification of SERB in Case No. 88-REP-12-0266, dated December 21, 1990. It is understood that when the incumbent in the position of Management Analyst leaves the position it will no longer be a bargaining unit position.

### ARTICLE 3: NO DISCRIMINATION

3.1 Neither party shall discriminate for or against any member of the bargaining unit on the basis of age, class, gender, ethnicity, race, national origin, mental and physical ability, religion, sexual orientation, veteran status, genetic information, political affiliation or any other characteristic protected by law or for the purpose of evading the spirit of this Agreement. The Employer and the Union will cooperate with compliance of the provisions of the Americans with Disabilities Act (ADA).

**NOTE:** The use of the male pronoun herein shall be deemed to include the female pronoun. The word "employee" shall be used to refer to persons in the bargaining unit.

### ARTICLE 4: FOP/OLC ASSOCIATES

4.1 The Union shall designate in writing to the Employer a member of the bargaining unit who is to serve as FOP/OLC Associate (steward). The Associate will be permitted

necessary time off from his normal tour of duty to service this Agreement. Payment for such time shall be on a no-loss, no-gain basis.

4.2 Associate shall investigate and process grievances for employees in the grievance procedure contained herein. Prior notification of the necessity to leave his work assignment for that purpose shall be given to the Associate's supervisor.

4.3 FOP/OLC members shall be paid at their regular rate for time spent in negotiating sessions with the Employer on a no-loss, no-gain basis.

4.4 Meeting areas. The FOP/OLC shall have access to all meeting areas of the Employer on the same basis as other members of the public.

4.5 By prior notice of at least one (1) week, members elected or selected as FOP/OLC delegates to conferences or conventions (not to exceed one in number) shall be granted up to five (5) days off in any year without pay. The employee may debit the leave time to any accumulated compensatory time or vacation time and holiday time.

#### ARTICLE 5: DUES DEDUCTIONS

5.1 It is hereby agreed that thirty (30) days following the beginning of employment or the effective date of this Agreement, whichever occurs later, all employees covered by the Agreement shall either become a dues - paying member of the FOP/OLC, or remit a fair share fee equal to the dues for the FOP/OLC. Members of the FOP/OLC must authorize dues deduction by written authorization for monthly payment deduction.

5.2 Cleveland Metroparks agrees to remit all dues and fair share fees on a monthly basis directly to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611, or to such address as is set by the FOP/OLC from time to time.

5.3 Any non-member of the FOP/OLC may exercise the option provided for in O.R.C. Section 4117.09(c) for charitable contributions.

5.4 Any non-member of the FOP/OLC may apply for reimbursement of his dues, not used for labor purposes, to the reimbursement committee of the FOP/OLC as provided in O.R.C. 4117.09.

#### ARTICLE 6: MANAGEMENT RIGHTS

Except as limited by express provisions of this Agreement, the Employer shall have the right to:

1. Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of the Employer's operations;
4. Determine the overall methods, processes, means, or personnel by which the Employer's operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Employer as a governmental unit.

ARTICLE 7: NO STRIKES/NO LOCKOUT

7.1 The FOP/OLC shall not, directly or indirectly call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, walk-out, concerted "sick" leave, work stoppage, or an unlawful interference of any kind with any operations of the Employer.

7.2 During the term of this Agreement, the employer will not lock out any member of the bargaining unit.

ARTICLE 8: SAFETY ADVISORY COMMITTEE

The parties agree that one Ranger Sergeant may participate in the Safety Advisory Committee established in the Ranger Agreement and the provisions there in shall apply. Meet at mutually agreeable times proposed by either co-chairman.

ARTICLE 9: PERSONNEL RECORDS

9.1 Inspection. An employee may inspect his personnel file upon making an appointment with a representative of the Department of Human Resources during normal business hours, Monday through Friday, which appointment will be scheduled without undue delay. The employee, or his representative, may also examine his personnel file if a pending grievance or disciplinary hearing requires such examination.

The employee may authorize, in writing, his bargaining unit representative to act on his behalf in this regard. When such an inspection is made, an entry shall be made showing the date and name of the inspector. Except as required by the Ohio Open Records Act, the employee's file shall not be made available to any person or organization other than the Employer.

9.2 Personnel Files/Documents. There shall be only one (1) official personnel file for each employee, which shall be maintained in the Human Resources Office. (The employee's medical records shall be maintained in a separate file for each employee.) Additional personnel files may be maintained provided that no material relating to conduct, discipline or job performance shall be kept therein which is not in the official file. A copy of all documents relating to conduct, discipline or work performance in the official file shall be given to the employee at the time of its placement.

9.3 Inaccuracies. If a bargaining unit member has reason to believe there are inaccuracies in documents contained in the personnel file, the member may write a memorandum or letter explaining his position and have said attached to the documents in question.

9.4 Any member or representative granted permission in writing by a member may obtain a copy of material contained in his file without cost.

9.5 In any case in which a written reprimand, suspension or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the employee's personnel file.

9.6 The Employer shall notify any bargaining unit member when any person or organization other than the Park District or its designated representatives requests information concerning their personal records.

## ARTICLE 10: DRUG AND ALCOHOL TESTING

### A. Reasonable Cause Testing

When a supervisor has reasonable grounds to believe that any employee is using or is under the influence of alcohol or controlled substances, the employee in question may be requested to submit to a drug and/or alcohol test.

Reasonable suspicion to request a drug and/or alcohol test is based on a totality of circumstances that may include but are not limited to:

- a. abnormal conduct or aberrant behavior;
- b. information provided by reliable and credible sources;
- c. observed difficulty or unusual speech, concentration, movement or the behavior characteristic symptomatic of controlled substance abuse; and/or
- d. the smell of alcohol on the employee's breath.

A command officer must order any reasonable cause drug testing. Either prior to securing such order or immediately after securing approval received on the basis of an oral report, the investigating supervisor shall prepare a written memo random detailing the basis for the reasonable suspicion.

B. Accident Testing

Drug or Alcohol testing may also be ordered when a ranger is involved in a workplace accident resulting in significant property damage or injury to the employee or another person requiring medical attention, or when a Ranger discharges his/her weapon.

C. Return to Work Testing

A return to work drug test and/or alcohol test may be required for all Rangers as part of a fitness for duty examination.

D. Random Testing

Cleveland Metroparks shall also implement a random drug/alcohol testing program for all rangers. The following conditions and procedures shall apply.

1. All sworn members of the Cleveland Metroparks Ranger Department, from ranger to Chief, shall be eligible for the random testing regardless of rank or assignment.

2. An Employee who discloses the identity of another employee selected for random testing, that a random selection is scheduled on the date on which urine specimens will be collected will be subject to disciplinary action.

3. The selection procedure will be generated by a secured computer selection process conducted by the testing organization. The testing organization will notify a designated officer ("DO") of the random selections and will coordinate the test scheduling of the selected employees. If the DO is selected for random testing, the testing organization shall notify the Chief who will arrange for the testing of the DO.

4. Random selection shall be defined as a method of selection in which each and every sworn member of the ranger force, regardless of rank or assignment, has an equal chance to be selected for drug testing each and every time a selection is conducted. Every month on a day selected by the testing organization 2% (rounded to the nearest whole number) of the eligible employees will be drug/alcohol tested on a random selection basis.

5. Rangers on vacation or other such leaves when they are selected for random testing will have their tests delayed to a time selected by the designated officer.

6. In addition to the foregoing, all members of the department will undergo an annual drug/alcohol test. The date and time of the test will be set by the testing organization without the knowledge of the department. The testing organization will notify the

Human Resources Department representative who will notify the D.O. who will then arrange the testing.

E. Positive Test

1. A positive drug/alcohol test will result in disciplinary action(s) appropriate under the circumstance.

2. Any employee who refuses to submit to testing when advised, or who submits adulterated or modified urine samples or who in any way attempts to evade a drug test or submit a false or misleading sample is subject to the same penalties as those rangers who test positive for illegal use of drugs/alcohol.

F. Drug Testing Methodology

1. The testing or processing shall consist of a two-step procedure: (1) initial screening test, and (2) confirmation test. The urine sample shall be tested first using an initial drug screening procedure. Notification to a departmental designee of a positive test shall not be made until a confirmation test is conducted.

2. All urine drug testing performed under this policy shall be performed by a professionally qualified laboratory meeting standards defined by local, state or federal authorities. A ten (10) panel drug test shall be used.

3. Prior to testing, the employee will be provided by personnel at the testing location with a "Consent to a Urinalysis Test and Authorization for Release of Medical Information". The form will specify, inter alia, that its use will be limited to internal, administrative purposes only, and that it will not be used in connection with any criminal investigation or prosecution of the employee. If the employee will fail or refuse to execute the form, he/she will not be tested. Such failure or refusal, however, will be deemed to be a failure or refusal to submit to a duly authorized drug test and will constitute a disobedience to an order. This will subject the employee failing or refusing to disciplinary action, which could include dismissal.

4. Specimen collection will occur in a medical setting and without direct observation. The procedures will not be designed to knowingly demean, embarrass or cause physical discomfort to the employee being tested.

A directly observed collection will be mandated if:

- a. Materials were observed being brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen; or
- b. the temperature on the original specimen was out of range; or
- c. the original specimen appeared to have been tampered with; or

- d. the laboratory reports that a specimen is invalid, and the laboratory's Medical Director advises there is not an adequate medical explanation for the result.

Samples of negative specimens will not be kept. A positive tested specimen will be retained by the medical provider for a period of one year for use by the employee, in the event he/she should elect to challenge a positive test result by means of independent testing of the specimen at the employee's expense. If that test should prove negative, Cleveland Metroparks shall reimburse the employee for the reasonable cost of such retesting.

If a positive drug test was dilute, it will be treated as a positive test. If a negative drug test is dilute, the employee may be directed to take another test immediately under direct observation.

All requests of a positive confirmation test shall be submitted in writing to designated officer of the Ranger Department of Cleveland Metroparks.

Any ranger receiving a confirmed positive drug test result will be removed from duty pending disciplinary action.

Cleveland Metroparks believes that it is desirable to rehabilitate employees suffering from substance or alcohol abuse. Towards that end, employees who test positive for the presence of drug and/or alcohol pursuant to Cleveland Metroparks drug testing policy will in the absence of circumstances where there has been serious harm to Cleveland Metroparks, its personnel, vendors or the public or a violation of law, provide the employee with one last chance to be a dependable employee. As a condition of continued employment, the employee must sign a last chance agreement requiring (1) participation in and satisfactory completion from a drug and alcohol rehabilitation program; (2) abstinence from drug and alcohol usage; (3) random drug and alcohol testing at the direction of Cleveland Metroparks and (4) acknowledgement that violation of the last chance agreement will result in termination.

#### G. Voluntary Self-Referral

Any employee may voluntarily request assistance in dealing with a personal drug and/or alcohol problem through the Employee Assistance Program ("EAP") or other acceptable treatment programs. It should be noted, however, that voluntary self-referral for illegal drug use is not in itself a "safe haven." The guidelines listed below will apply to self-referrals.

1. Any employee not currently under personal investigation who voluntarily requests assistance in dealing with a personal alcohol or drug problem, may do so without jeopardizing his or her employment with Cleveland Metroparks if the drug of abuse was originally prescribed to, or legally obtained by the employee, but was later abused by the employee.

2. In the instance of self-referral for illegal drug use the decision to discipline will be made by the Chief on a case-by-case basis, depending on the facts and circumstances.

Participation in the EAP or other acceptable treatment alternatives will not, in itself, jeopardize an employee's job. In fact, successful treatment will be viewed positively. However, participation in an EAP or treatment program will not:

1. Prevent the implementation of discipline for conduct that occurs in conjunction with inappropriate alcohol or drug use.
2. Relieve an employee from the responsibility to perform assigned duties safely, effectively and at a satisfactory performance level.

#### H. Procedures Re: Prescription Medications And Safety Sensitive Employees

If a ranger is prescribed a drug or controlled substance with potential behavior influencing or mind-altering characteristics, by a physician, podiatrist, dentist, or other medical professional licensed to prescribe, administer, or dispense, the below procedures will be followed:

At the time a prescription has been written it is incumbent on the employee to make inquiry of the physician as to the possible side effects as they relate to the employee's ability to perform the essential functions of his/her job. If it is indicated that ingesting the prescription prior to reporting for duty or during working hours may negatively affect the ability to perform the essential functions of the safety sensitive employee's job, same should be reflected in writing by the physician.

The documentation should indicate:

1. Whether timely ingestion (i.e., if medication must be taken once a day, taking it after the tour of duty) would mitigate the effects of the drug and allow the ranger to remain at full duty; or
2. Whether (in short term situations) the ranger should be placed on limited duty during the period of drug therapy (i.e., prescribed strong analgesic medication following oral surgery, etc.).

If the medication is intended as a long-term therapy, and has the potential to affect the ability to perform essential functions, the ranger will not be deemed fit for duty unless the treating physician indicates he/she is being closely monitored and the medication is not impairing their judgment, cognitive abilities, reaction time, driving skills, or performance abilities.

The Chief of Rangers will review instances covered in this section and will, if a question exists as to an employee's ability to perform the essential functions of their position, consult with a physician then render a determination.

The Chief of Rangers may on a case by case basis, as a condition of employment, with the advice of a physician, require a closer or more frequent monitoring of an employee on certain long-term medication therapy, i.e. psychotropic drugs.

## DRUG AND ALCOHOL TESTING PROGRAM - JOINT OVERSIGHT COMMITTEE

A Joint Oversight Committee ("JOC") shall be established to provide oversight for the drug and alcohol testing program for the Ranger Department. The JOC shall be empowered to establish guidelines, resolve issues arising under the program, and to monitor program implementation. The JOC shall consist of six regular members, three representing Cleveland Metroparks and three representing the FOP. The three Cleveland Metroparks members shall be the Director of Human Resources, the Chief of Rangers, and the D.O. or their designees. The FOP will be represented by the FOP Staff Representative and the Lead Associates of the Ranger Unit and the Sergeant Unit or their designees. The JOC shall contract with a recognized expert in drug and alcohol rehabilitation to provide technical expertise. Additionally, should the members of the JOC be deadlocked on any issue relating to the drug and alcohol testing program, this expert shall be designated as the JOC's Impartial Chairman and the Impartial Chairman's determination of the issue shall be final and binding on all parties.

The JOC will develop and monitor rehabilitation plans, but shall not be responsible for discipline, which remains the responsibility of management.

## ARTICLE 11: RIGHTS OF EMPLOYEES DURING INTERNAL INVESTIGATION

11.1 When the probable outcome of an Internal Affairs investigation or questioning will result in disciplinary action other than a following Section 4 investigation or questioning, the following guidelines shall apply:

- A. Questioning of the employee will be conducted at a reasonable hour.
- B. Questioning of the employee will generally occur while the employee is on duty at a Cleveland Metroparks facility or location.
- C. The employee will be informed of the general nature of the complaint, the name and rank of the person authorizing the investigation and the name and rank of all officers present at the questioning.
- D. Questioning will be done primarily by one officer and be for a reasonable amount of time and allowing for necessary rest and personal necessities.
- E. No threats, harassment, or promises will be made to the employees with the purpose of inducing an employee to answer questions, except immunity from prosecution as provided by law.
- F. Transcripts, if taken by Cleveland Metroparks, of any questioning will be kept by the officer performing the internal affairs investigation and made available to the employee who gave the

statement, or his authorized representative at the Chief's office during business hours.

- G. An employee under investigation shall have the right to be represented by a representative from the union.
- H. At the conclusion of an investigation, an employee will be entitled to notification that the investigation is complete. In the event that disciplinary action results from an investigation, the employee or his authorized representative shall have the right to review transcripts, records, any statements made by the employee and any exculpatory information gathered by the investigation.

11.2 There will be no retaliation, penalty, or threat of penalty for the exercise of an employee's rights under this contract or any Federal or State law.

11.3 Nothing in this section shall be construed to impair any legal right or remedy of the employee nor prohibit an employee from waiving any right or remedy.

11.4 This article does not apply in the cases of alleged criminal conduct by the employee or investigations and questioning done by supervisory personnel who are not part of an Internal Affairs investigation.

## ARTICLE 12: DISCIPLINE

12.1 Cleveland Metroparks may take disciplinary action against any employee only for just cause. Cleveland Metroparks may take disciplinary action for conduct which occurs while an employee is on duty, or which occurs while an employee is working under the colors of Cleveland Metroparks, or in instances where the employee's conduct violates his oath of office.

12.2 For non-serious infractions, or a combination of them, Employer agrees to follow a practice of progressive discipline as follows:

- A. A *first offense* would normally result in a verbal warning.
- B. A *second offense* would generally result in a supervisor preparing a written warning.
- C. A *third offense* may cause a paid or unpaid suspension of employment (generally one (1) to three (3) days or greater depending upon the nature of the offense)(At the option of the employee and with the concurrence of the employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of the suspension will be maintained.)
- D. A *fourth offense* may result in the discharge of the employee who engaged in the offending action(s).

12.2.2 Investigations of Employee Conduct The Employer retains the right to thoroughly investigate events involving potential employee misconduct as it sees fit to determine if just cause exists to take disciplinary action against an employee. Under most circumstances, the

Employer will complete such an investigation within sixty (60) calendar days from the date it notifies the employee or employees under investigation of such investigation. If the Employer's investigation includes a report involving testing or review by an outside entity, agency or expert, the sixty (60) calendar day investigation period will be extended by the number of days required for the outside entity, agency or expert to deliver the report to the Employer. Additionally, the parties agree that the Employer may request that the sixty (60) day investigation period be extended and that the FOP/OLC will not unreasonably deny such requests.

Within ten (10) calendar days of the completion of the Employer's investigation in accordance with the timeline set forth above (or as extended), if the Employer concludes that grounds exist for disciplinary action, the Employer will schedule a pre-disciplinary hearing in accordance with Section 12.3.2. Within five (5) calendar days of the close of the pre-disciplinary hearing, the Employer will notify the employee or employees and the FOP/OLC of its disciplinary decision in writing.

12.3 In the exercise of its rights, Cleveland Metroparks agrees that no employee shall be peremptorily discharged. When progressive disciplinary action has reached the point of termination or in all instances in which the employer may conclude that an employee's conduct is a serious infraction which may justify immediate suspension or discharge, he shall first be suspended until a final determination is made. Such suspension shall be for not more than five (5) consecutive working days of the employee involved.

The Employer may maintain an employee's unpaid suspension beyond five (5) working days of the employee for allegations or criminal indictments which, by their nature, prevent an employee from returning to duty or to the workplace. A member may request use of accrued time (e.g., compensatory time, vacation time, and/or accrued paid holiday time) beyond the fifth day to prevent financial hardship with the approval of the Chief. Such approval will not be unreasonably denied.

12.3.1 Within five (5) days after being notified of his initial suspension, the employee may make a written request for a hearing before the chief or his designee. In the event no written request is made within the above period, the chief will make his determination as to whether the suspension shall be converted to a discharge or if the suspension shall be extended, shortened or revoked.

12.3.2 In the event a timely request for a disciplinary hearing is made, the chief or his designee will, as soon as practicable, schedule a hearing at a time which is mutually acceptable to the union. At such hearing, an associate shall be present if the employee so desires. At the hearing, the employee will be given a statement of the alleged offense and the facts concerning the case will be made available to both parties.

12.3.3 Within five (5) days after the hearing, the chief or his designee will make his determinations to whether the suspension shall be converted to a discharge or if the suspension shall be extended, shortened or revoked.

12.3.4 If the suspension is revoked, the employee shall receive such compensation as may be then agreed to, but not in excess of the wages he would normally have earned from the date of his suspension.

12.4 In the event the employee feels the chief or his designee did not have just cause for his suspension or discharge, the employee may, if filed in writing within five (5) calendar days after receipt of the chief's decision, file a grievance in Step 2 of the Grievance Procedure.

12.5 Records of disciplinary action against an employee for the violation of rules, but not involving a penalty of time off, will not be used by the Employer in any arbitration proceeding where such action occurred more than twelve (12) months prior to the date of the most recent event.

12.6 Where an employee has completed twenty-four months without a disciplinary action, prior disciplinary records shall not be used for further disciplinary action.

12.7 Records of disciplinary action against an employee for violation of Metroparks' equal employment opportunity ("EEO") policy may be used by the Employer for further disciplinary action for up to twenty-four (24) months after a violation resulting in discipline.

#### ARTICLE 13: GRIEVANCE PROCEDURE

13.1 The Employer and the FOP/OLC recognize in the interest of harmonious relations a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievance.

##### 13.2 Definitions.

- A. Grievance. The word grievance as used in this Agreement refers to an alleged violation, misinterpretation or misapplication of any part of this Agreement.
- B. Disciplinary Grievance. Refers to a grievance involving a written reprimand, suspension, removal or reduction in pay or position. Such grievances shall be initiated at the third step of the grievance procedure.
- C. Day. The word "day" as used in this Article means calendar day. Times shall be computed by excluding the first and including the last day, except when the last day falls on a Saturday, Sunday or legal holiday.
- D. FOP/OLC Representative. An Associate or an FOP/OLC Staff Representative.

- E. The grievant shall state on the grievance form supplied by the FOP/OLC the Article(s), Section(s) or combination thereof the grievant alleges to have been violated.

13.3 Procedure. The parties intend every effort shall be made to share at all steps, all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level.

A grievance by an employee as to the interpretation or application of the provision of this Agreement shall be adjusted in the following manner:

Step 1. Within five (5) days from the date of the action giving rise to the grievance, the employee shall meet and discuss the grievance with his immediate supervisor, who shall attempt to settle it. The employee may have an Associate present if he so requests. The grievance shall be deemed to have been satisfactorily settled in Step 1 unless, within ten (10) days from the date of the action giving rise to the grievance, the employee and/or the Associate present a written statement of the grievance or complaint to the Department of Human Resources.

Step 2. Within seven (7) days of receiving a written complaint or grievance, the Employer shall in writing, by mail, notify the Union office and give a copy to the Associate as to the disposition of such complaint or grievance. If the Union disagrees with the disposition, it shall promptly request a meeting with the Metroparks Committee. Upon such request, a meeting shall be held within fourteen (14) days thereof between the employee, the Associate and the representatives of the Union and the Cleveland Metroparks Review Committee which shall be co-chaired by the Director of Human Resources and the Chief or their designees. The Review Committee shall issue a decision within seven (7) days thereafter.

Disciplinary Suspensions or Terminations: Disciplinary suspensions or terminations shall be appealed directly to Step 2 within seven (7) days from the date of the action giving rise to the grievance.

Step 3. In the event the grievance is not settled or otherwise adjusted in the above grievance meeting, the Union shall have the right to submit the grievance to arbitration by notifying the Employer within twenty (20) days from the date of the Step 2 decision. Within thirty (30) days of the notification of the Union's intent to arbitrate, the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the arbitrator shall then be selected by the alternate-strike method. The arbitrator shall not have authority to add to or detract from the express provisions of this Agreement and his authority shall be limited to interpreting such provisions of this Agreement, and determining whether they have been properly applied. The fee and expenses of the arbitrator shall be shared equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees. It is agreed that during such proceedings there shall be no lockouts, strikes or stoppages of work.

The procedure set forth in this Article shall be the exclusive method of redressing grievances between the parties, and decisions of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer and the employees. It is clearly understood that at any stage in this grievance procedure, the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further, if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement, or (2) has been settled or adjusted in a fair and equitable manner.

Any grievance not filed or processed by the employee or the Union within the timeframes identified above shall be irrevocably waived.

13.4 Termination of Issue. Any employee may withdraw a grievance at any point without precedent but with prejudice by submitting in writing a statement to that effect, or by permitting the time requirements to lapse without further appeal. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and the grievant may appeal to the next step in the grievance procedure.

13.5 Class Grievance. A grievance may be brought by an employee who believes himself to be aggrieved. When a group of employees desire to file a grievance involving an alleged violation which affects more than one employee in the same way the grievance may be filed by the FOP/OLC. Class Action grievances shall be filed within fifteen (15) days of the date on which any of the affected grievants would or could have had knowledge of the event giving rise to the class grievance. A Class Action Grievance shall be initiated directly into the second step of the grievance procedure.

13.6 The time limits may be extended by mutual agreement. Meetings will be arranged at mutually convenient times.

13.7 Employees can obtain grievance forms at Ranger Headquarters.

#### ARTICLE 14: ARBITRATION

14.1 If the FOP/OLC is not satisfied with the answer of the second (2) step, then within fifteen (15) days of notice of the answer of the second (2) step the FOP/OLC shall deliver its notice upon the Employer to arbitrate.

14.2 The Arbitrator shall be selected by soliciting a list of arbitrators from the Federal Mediation and Conciliation Service and by alternatively striking names off the list provided within ten (10) days. Rejection of an entire list shall be done in accordance with the FMCS rules.

14.3 The Arbitrator shall have jurisdiction and authority to interpret, apply or determine compliance with the provisions of this Agreement, insofar as shall be necessary to the

determination of grievances appealed to him. The Arbitrator shall not have the jurisdiction or authority to add to, detract from or alter the provisions of this Agreement.

14.4 The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time. The decision of the arbitrator shall be final and binding upon the Employer, the Union and all employees. The cost of the arbitrator shall be split between the Employer and the Union.

14.5 If the arbitrator determines that the suspension or discharge of the employee was not for just cause, the employee shall be returned to employment and shall receive such compensation as the arbitrator shall determine, but not in excess of the wages he would have earned from the date of original suspension, less his unemployment compensation for the time he was off and any other earnings.

#### ARTICLE 15: SENIORITY AND DECREASE OF FORCES

15.1 For the purpose of this Agreement, seniority refers to the total continuous service in the Ranger Department determined as follows:

- A. Total continuous service as a full-time Cleveland Metroparks Ranger.
- B. Total continuous service as a part-time Cleveland Metroparks Ranger.
- C. Total time with Cleveland Metroparks in any full-time capacity.
- D. Part-time service with Cleveland Metroparks other than in the Ranger Department.
- E. Total time with a law enforcement agency as a full-time, paid law enforcement officer.
- F. Total time with a law enforcement agency as a part-time, paid law enforcement officer.

However, items B through F will be used only to determine seniority if Rangers started as Rangers with Cleveland Metroparks on the same date. If, after going through all six (6) steps, more than one employee has the same seniority, those Rangers seniority ranking will be determined by a coin toss. Seniority will be used for all purposes including layoffs, recalls from layoff, vacation, scheduling, etc.

15.2 Probationary Period. New and promoted employees shall be regarded as probationary for the first twelve (12) months of actual service, including training time, and will receive no continuous service credit until completion of the probationary period. If retained after completion of the probationary period, the employee will have continuous service credit from the date of hire. During the probationary period, the Employer may layoff, transfer or terminate the probationer without recourse to the grievance procedure.

15.3 Break in Service. The following situations shall not constitute a break in continuous service.

- A. Absence while on an approved personal leave of absence (not to exceed six [6] months).
- B. Absence while on an approved sick leave (not to exceed twelve [12] months).
- C. Military leave. (Pursuant to Federal statute.)
- D. Layoff not to exceed twenty-four (24) months.

15.4 Loss of Seniority and Employee Status. The following situations constitute breaks in continuous service, resulting in loss of employee status.

- A. Discharge for just cause.
- B. Resignation.
- C. Retirement.
- D. Layoff for twenty-four (24) months.
- E. Failure to return to work within seven (7) days after recall from layoff.
- F. Failure to return to work after expiration of a leave of absence.

15.5 Seniority List. The Employer shall post a seniority list once each six (6) months on the department bulletin board showing the continuous service of each employee. A copy of the list shall be furnished to the FOP President.

15.6 Layoff/Recalls. In all cases of reduction of forces, the following factors shall be considered. However, only when factors 1 and 2 are relatively equal shall continuous service be the determining factor:

- 1. Fully qualified to perform the work.
- 2. Departmental continuous service.

15.7 It is understood a decrease of forces or lay off may occur, provided said layoff or decrease of forces meets the requirement of O.R.C. 4117 and is because of lack of funding or lack of work.

15.8 Before an employee may be laid off, all Rangers shall have been reduced to working thirty-two (32) hours in a work week, with Senior Rangers being reduced to thirty-six (36) hours in a work week.

15.9 If after all employees have been reduced to working thirty-two (32) or thirty-six (36) hours in a work week in accordance with §15.8 it becomes necessary to lay off a sergeant, the layoff shall be made in accordance with 15.6 above.

15.10 All employees on layoff shall be placed on a recall list and shall have recall rights for two (2) years.

15.11 Recall from said list shall be made by Department seniority (last out, first in).

15.12 No new sergeants or contractors may be given sergeant work until all sergeants on the recall list have failed to return to work after reasonable notice thereof.

15.13 Any updated or new training required shall be made available to the employee at the Employer's expense.

ARTICLE 16:           JOB LOCATION/TRANSFER

16.1 The parties recognize that employees are expected to be available and capable to respond to any reservation or location.

16.2 Employees in the unit have diverse assignments; and therefore starting locations need to reflect actual assignments.

- A. Employees assigned to Support Services shall start at headquarters.
- B. Employees designated as special unit sergeants, i.e., Investigative and Traffic, will be assigned by the Captain/Chief on a six (6) month basis.
- C. Patrol sergeants shall submit a request by September of each year indicating a preference for starting region. Employer and employee shall attempt to start patrol sergeants in the requested region, based upon departmental need and seniority.

16.3 The regions recognized for purposes of this article will be:

- A. Northern Division (Lakefront Parks);
- B. Southern Division (Brecksville);
- C. Western Division (Zoo and Rocky River); and
- D. Eastern Division (North Chagrin).

16.4 For temporary assignments only, assignments shall be made by inverse seniority by shift on an as needed basis. No sergeants shall be assigned more than once during a 56 day period, but may be assigned more than once per year.

16.5 Employees may temporarily or permanently change starting locations with another employee with prior approval of the Captain/Chief. Such approval shall not unreasonably be denied.

16.6 The parties recognize that under appropriate circumstances relating to law enforcement, the basis for a transfer or denial of a request therefor may be withheld for up to thirty (30) days, which period of time may be extended by mutual agreement.

16.7 Any sergeant after serving at least three (3) years in a specified function may request a transfer to another assignment. Management of the ranger department will use best efforts to accommodate such requests consistent with finding suitable replacements and maintaining ongoing efficient operations.

ARTICLE 17: SHIFT TRADE

17.1 Employees may temporarily trade shifts with other employees subject to the following conditions:

- A. All requests must be approved by the immediate supervisor. Requests for temporary shift trades shall not be unreasonably denied.
- B. Shift trades shall not create any overtime liability for the Employer, nor create operating problems.

17.2 Field Operation Sergeants may trade days of work in the same week with another Field Operation Sergeant. Such trades: must occur within the same week; shall not result in overtime; shall not result in double-back pay; and shall not result in back-to-back shifts. Requests for such trades shall not be unreasonably denied.

ARTICLE 18: MILITARY SERVICE

18.1 Cleveland Metroparks agrees to comply fully with all Federal and State laws with regard to re-employment and other rights of employees who return from military service.

18.2 Employees will be compensated for reserve military service in accordance with the provisions of Ohio Revised Code § 5923.05, as amended.

ARTICLE 19: SPECIAL DETAILS

19.1 Special Details are work assignments for the benefit of concessionaires or other outside persons who utilize the Employer's facilities. Work on these details is outside the

scope of the bargaining unit's normal work duties and assignment thereto is maintained for the convenience of those bargaining unit members and excluded ranking officers who wish to work on such details.

Policies detailing the cost and usage of security to outside persons who use Cleveland Metroparks facilities is set by the Executive Director after consultation with a committee headed by the Zoo Group Sales Manager. The committee prepares recommendations to present to the Executive Director. One representative from each of the FOP bargaining units shall be permanently placed on this committee. It is agreed that the hourly rate will be no less than thirty-five dollars (\$35.00) per hour or the hourly rate of a Senior Ranger, whichever is greater.

19.2 Those employees who wish to be considered for these details shall sign up at the Department Headquarters by February 1 (one) of each year.

19.3 There will be one list of employees volunteering for Special Details which will include Rangers and Ranger Sergeants, and excluded ranking officers, arranged in order of seniority by appointment as a full-time Ranger. Employees who volunteer after the initial list is prepared will be placed on the list where they fit, based on seniority.

19.4 When a request for a special detail is received, the Officer in Charge (OIC) of assignments will notify employees in order beginning at the top of the "Special Detail" list.

19.5 In the event Cleveland Metroparks determines that supervision is needed on a particular detail it may designate a person already selected from the list or the next supervisor on the list. The supervisor selected will then be bypassed (for one list rotation) as selections are made to fill future special details.

19.6 After the list is completed top to bottom, the name at the top of the list will be called, etc. (a revolving list).

19.7 If an employee is called for a detail and refuses, his name will be skipped unless the Employee is given less than 24 hours' notice. If the employee is given less than 24 hours' notice and refuses, he will be called for the next special detail.

19.8 If an employee declines a detail because he is scheduled to work for the Employer, or he is unacceptable to the concessionaire for reasons acceptable to management, his name shall remain in its place on the appropriate list.

19.9 If Cleveland Metroparks cannot obtain a sufficient number of full-time employees on the special detail list to meet the particular needs of a special detail, it will then call in deputy rangers.

Note 1 - see Letter of Understanding - Exhibit A

ARTICLE 20: HOURS/SCHEDULES/OVERTIME

20.1 Work day/week. The standard work week shall consist of forty (40) hours, and shall consist of five (5) days of eight (8) hours each. The work week shall start at 0000 on Sunday and end at 23:59 Saturday. Assignments shall be to five (5) days, followed by at least two (2) consecutive days off (not necessarily in the same work week). During a week where training has been scheduled outside of the Park District (not an "in service" training program) the requirement of two consecutive days off will be waived. This exception shall be by mutual agreement. However, such agreement will not be withheld except in cases where the employee has a previously scheduled personal commitment that cannot be rescheduled.

20.2 Schedules. Schedules shall be posted at each work location a minimum of two (2) weeks in advance. After a schedule has been posted, it will remain in effect for the duration of the time period, except that compensatory time, holiday time and vacation time may be taken pursuant to a ranger's request (and approved by management) during the schedule period and the Employer may change the schedule within four (4) days after it is posted as set forth.

20.3 Overtime. Because of the unique nature of the duties of the employees, and emergency obligations of the employees, Cleveland Metroparks reserves the right to assign them to work overtime as required. Where operationally feasible, when overtime is warranted to cover a shift with a sergeant due to a shortage of supervisory coverage primarily on midnight shift, afternoon shift, and weekend day shift, the following call-out procedures will be followed:

1. The shift will be split between a field operations sergeant working prior to and a field operations sergeant, working the shift following the vacant shift, by seniority, by shift on a rotating basis.
2. If a field operations sergeant(s) working the shift prior to and the shift following the vacancy cannot fill the opening, another on-duty sergeant may fill an opening prior to or following his/her scheduled shift, by seniority, by shift on a rotating basis.
3. If the shift remains vacant, other bargaining unit sergeants shall be contacted to fill the opening on a seniority basis.
4. If a bargaining unit sergeant is not available then a non-bargaining unit supervisor or an OIC will cover the opening.
5. If no such individuals are available, or the foregoing is not operationally feasible, Cleveland Metroparks, if it still determines to fill the position, will assign the overtime as it in its discretion determines is required by inverse seniority of field operations personnel available.

20.4 Overtime Payments. Overtime shall be paid at the rate of one and one-half (1 ½) of the employee's regular rate of pay for all hours worked in excess of eight (8) consecutive hours and over forty (40) hours in a work week. Overtime shall also be paid to an employee who performs work during a twelve hour period from the end of one work shift and the beginning of

another work shift. Overtime incurred in this manner, effective January 1, 1993, will be paid each pay period. (An hour paid on an overtime basis shall not be counted for another overtime basis, that is, there will be no compounding or duplication of overtime payment). Payment shall be in the form of compensatory time off, to a maximum of two hundred forty (240) hours (except for the above exception on January 1, 1993).

20.5 Compensatory Time. Records of compensatory time shall be maintained separately from hours accrued under holiday, sick leave, or any other time. Compensatory time off will be determined by management, in conjunction with the employee.

20.6 Court Appearances. Any employee directed to any court or hearing in response to a subpoena commanding appearance in a criminal or civil case arising out of any duty related incident and outside their regularly scheduled work day shall be compensated as follows:

1. An off-duty employee who makes a court appearance of 2.66 hours or less will be paid four (4) hours straight time pay.
2. An off-duty employee who makes a court appearance of 2.67 hours or more in a work week (and works forty [40] additional hours) will receive compensatory time or paid time, whichever is appropriate, at the rate of 1½ times.

#### ARTICLE 21: SICK LEAVE

21.1 Sick leave is defined as an absence with pay necessitated by personal illness, injury, exposure to contagious disease, medical exams, treatment for pregnancy and/or childbirth, and from illness, injury or death in the employee's immediate family. The immediate family includes the employee's: spouse; same-sex domestic partner (and all of the following same-sex partner's family relationships); mother; father; brother; sister; step-brother; step-sister; daughter; son, stepchild; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; step-parents; grandparents; grandchild; and legal guardian or other person who stands in the place of a parent. Sick leave granted for death or for post-natal care of the employee's spouse may not exceed five (5) working days.

21.2 The employee shall notify his supervisor prior to the start of his shift on the first day of any absence which is to be charged to sick leave. The supervisor is to be kept informed of conditions and of the expected date of return to work. Paid sick leave may be forfeited if the employee fails to give proper notice or lack of satisfactory evidence. At its expense, Cleveland Metroparks may have an employee examined by a doctor of its choosing to verify the necessity of a sick leave, or of its continuance.

21.3 A doctor's certificate may be required when the ranger desires to return to work after an absence of three (3) days or more. Cleveland Metroparks may require the returning employee to be examined by a doctor of its choosing to verify the ability of the employee to return to work.

21.4 If the employee returns to work after a period of disability and still shows disability on the job, the Employer may require the employee to have a physical examination by a doctor chosen or approved by the Employer. This exam will be paid for by the Employer.

21.5 Sick leave is earned at the rate of 4.6154 hours for each 80 hours worked; unused sick leave may be accumulated without limit. Vacation and sick time are earned while an employee is on paid leave status. Cleveland Metroparks holidays are not counted in the reporting of paid sick leave.

21.6 Employees who have prior Ohio public service credit accrued within the past ten (10) years may transfer their sick time from their previous public employer.

21.7 If illness or disability exceeds the periods covered by sick time, the employee may be granted a leave of absence or a disability leave.

21.8 An employee with ten (10) or more years of continuous employment with Cleveland Metroparks and who resigns or retires shall be paid for one-fourth (¼) of his sick leave balance accrued through his last date of service. This is a one-time payment. If the employee is reinstated, he will earn sick leave as if he were a new employee and he will not be eligible again to receive any compensation for any portion of his accumulated unused sick leave as used to compute the one-time payment above, upon subsequent termination or retirement. If Cleveland Metroparks should provide a greater benefit to any other Union, the terms shall be extended to FOP/OLC.

21.9 In the case of an employee who dies after having ten (10) or more years of continuous employment with Employer, accumulated sick leave shall be paid to his designated beneficiary, or his estate if no beneficiary is designated, under the same terms and in the same manner as provided in 21.8 above.

21.10 Newly-hired employees shall not be entitled to paid sick leave during the first thirty (30) days of employment, but shall accumulate sick leave credits during the thirty (30) day period.

21.11 In the event of a death in the employee's immediate family, defined as the employee's: spouse; same-sex domestic partner (and all of the following same-sex partner's family relationships); mother; father; brother; sister; step-brother; step-sister; daughter; son, stepchild; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; step-parents; grandparents; and legal guardian or other person who stands in the place of a parent, the first three (3) days of sick leave used shall not be charged against the employee's accumulated sick leave.

21.12 An employee may take a day of accrued sick time and request a working day off to attend the funeral of a person other than an immediate family member. An employee may be required to verify the reason for using such sick time if requested by the Employer.

21.13 The Employer reserves the right to implement policies governing the use of sick leave, including a no-fault attendance policy. The employer will notify the Union prior to implementation of those policies and will meet and confer with the Union regarding the policies.

The Union reserves the right to file a grievance regarding the reasonableness of a newly-implemented policy.

ARTICLE 22: INSURANCE

22.1 Group Insurance Benefits

A. The parties agree that a Benefit Study Team is established as set forth below to recommend group insurance and related benefits and to submit them for approval of the Executive Director-Secretary and the Board of Park Commissioners.

If the Benefit Study Team determines that it is not cost efficient or there are not enough enrollees to continue Kaiser, it may be dropped.

B. Effective January 1, 2014, the Metroparks will offer group medical benefits (hospitalization, prescription drug, vision and dental) of which the hospitalization and prescription-drug coverage options are summarized in Appendix A (Plans A and B). Employees who elect coverage under one of these plans shall pay the following monthly premium contributions:

- Plan A – 18% of the group medical benefits monthly premium
- Plan B – 13% of the group medical benefits monthly premium

Employees who satisfy components of the Wellness Program shall have their monthly premiums reduced in accordance with the chart contained in Appendix A.

C. The parties agree that a Benefit Study Team will be operative during the term of the Agreement. A Benefit Study Team member(s) will be in the approximate proportion to the ratio of employees he (they) represent. The groups represented and the number of representatives are shown below. Each Union will select their representative(s).

Rangers (FOP/OLC)	1 member
Ranger Sergeants (FOP/OLC)	1 member
Zoo Animal Keepers/Maintenance (Teamsters)	2 members
Park Maintenance (CMEA)	3 members
Non-Union	4 members
Ranger Dispatcher (FOP/OLC)	1 member (non-voting)

D. A representative of Cleveland Metroparks Department of Human Resources will serve as an advisor and facilitator.

E. The Benefit Study Team may recommend plan design changes that it believes to be in the best interest of the participants. Any recommended changes in benefit levels affecting employees of the FOP/OLC, Inc., for Sergeants bargaining unit, must be voluntarily agreed upon by Cleveland Metroparks and FOP/OLC, Inc. for Sergeants prior to any implementation.

F. The goal of the Benefit Study Team is to reach a consensus recommendation. However, if a consensus recommendation cannot be reached, a vote will be conducted and a recommendation supported by the majority will be recommended. Changes recommended must be approved by the Executive Director-Secretary and the Board of Park Commissioners. If the recommendation from the Benefit Study Team is not approved, it will be returned to the Benefit Study Team for further review. The Benefit Study Team will then submit new recommendations until a recommendation is approved by the Executive Director-Secretary and the Board of Park Commissioners. These approved recommended changes, if any, will be implemented each January 1. Nothing in this provision gives the Benefit Study Team the authority to make changes to benefits that would change or reduce the current level of benefits except where provided in section B and E above.

G. Cleveland Metroparks will advise Union officials at least thirty (30) days prior to implementing any changes. It is agreed that any changes will not require approval of the Union or the Union membership during the life of the Agreement.

H. Cleveland Metroparks will provide a fifteen thousand (\$15,000) life insurance policy for the term of the Agreement.

I. Cleveland Metroparks will pay the following expenses separate from the Health and Welfare caps listed above.

- i. Insurance consultant fees;
- ii. Cost of 3<sup>rd</sup> party flexible spending account administration;
- iii. Long term disability premiums, and
- iv. Life insurance premiums (paragraph H).

22.2 Death On Duty.

A. If a sergeant dies during the line of duty, Cleveland Metroparks will pay to his spouse or estate an amount equal to twelve (12) month's salary, either in a lump sum, or by payment of salary for such twelve (12) month period.

ARTICLE 23: VACATIONS

23.1 Vacations shall be granted based on the following schedule:

Years	Hours earned per 80 hours worked	Total hours earned per year
1 through 7 years	3.6924	96 (12 days)
8 through 14 years	5.5385	144 (18 days)
15 through 19 years	7.3847	192 (24 days)
20 or more years	7.6924	200 (25 days)

23.2 Each employee who has worked for one (1) year is able to take the vacation time which he has accumulated in the previous calendar year. Computation of years of service shall be based on the anniversary date of the employee's hire date.

23.3 Employees who have worked less than 2,080 straight-time hours have their vacation time determined by a fraction - the number of hours worked to 2,080. Straight-time hours or overtime hours which exceed 2,080 are not counted when vacation time is computed. Holidays, vacation and sick leave which have been paid are included when determining vacation earned.

23.4 Vacation time may be accumulated up to three (3) times the yearly rate at which an employee earns vacation time (288 hours, 432 hours, 576 hours and 600 hours) respectively.

23.5 Upon termination, the employee will be paid unused vacation time up to the three (3) year limit. The same shall apply in case of death of an employee, in addition to any vacation time accumulated during the year of death.

23.6 Vacation leave will be arranged by mutual agreement between the employee and the employee's administrative supervisor. When employees vacation requests conflict, preference will normally be based on departmental seniority. The needs of Cleveland Metroparks shall have priority in determining when to schedule vacation time. Said schedule shall be posted within 24 hours after the vacation schedule is set.

#### ARTICLE 24: HOLIDAYS

24.1 The following days are holidays for the employees under this Agreement:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day

An employee who works on any of the above holidays shall be entitled, in addition to any holiday pay to which he is entitled under 24.1 and 24.2, to be paid at a rate of one and one-half (1½) of the employees regular rate of pay for each hour worked on a scheduled holiday. When an employee is scheduled off on a holiday as a regularly scheduled day off, he will be paid for eight (8) hours of holiday pay at his regular hourly rate of pay.

24.2 To be eligible for holiday compensation, an employee must have worked the last scheduled day before and the first scheduled day after the holiday unless excused by his supervisor.

24.3 Holiday compensatory time will not be carried over from year to year in excess of seventy-two (72) hours.

24.4 Holiday Scheduling

A. Notwithstanding any other provisions of the Collective Bargaining Agreement, it is agreed that the minimum staffing level for Sergeants for the twelve (12) recognized holidays will be as follows:

- One (1) Sergeant on day and midnight shifts
- Two Sergeants on afternoon shift

However, on Memorial Day, Fourth of July, Labor Day, and New Year's Day a minimum of two (2) Sergeants will be scheduled for the day shift.

Additional Sergeants may be scheduled to work on a holiday at the sole discretion of the Chief of Rangers. The minimum schedule need not be maintained if Cleveland Metroparks experiences a financial emergency (e.g., tax levy fails to pass).

B. In preparing the schedules for holidays, notwithstanding any other provisions of the Collective Bargaining Agreement, Sergeants will be scheduled by seniority, by shift, except for those assigned to special units. Once all Sergeants in the bargaining unit have been provided the opportunity to work the assignment(s) and the minimum staffing levels have not been met, the Chief of Rangers, in his discretion, may schedule by reverse seniority or leave positions vacant.

C. Special units (i.e., Mounted, Detective, and Traffic/Enforcement/ Canine) are excluded from the minimum staffing described in A above and the scheduling procedures described in B above. Special Unit personnel will be scheduled for holiday work, within their respective units, at the discretion of the Chief of Rangers.

D. If Sergeants scheduled for a holiday subsequently ask to be off and management grants their request, the following will occur:

- 1) Sergeants will be called by shift, by seniority to work the holiday. If an insufficient number agree to work to satisfy the minimum staffing level then:
- 2) All Sergeants will be called, who are not working, in order of seniority. If there are still an insufficient number to satisfy the minimum schedule, the Chief of Rangers will:

- a) Assign personnel to work based on inverse seniority, or
- b) Leave the position vacant.

E. Notwithstanding any other provisions of the Collective Bargaining Agreement, this agreement sets forth principles to be followed in scheduling holidays. It is agreed and understood that in resolving any grievances that may arise under these provisions, Cleveland Metroparks will not incur any financial liability. The parties will work together on an expeditious basis to resolve any scheduling issues and may determine that an individual who is not properly scheduled a holiday shift may get the next available holiday assignment.

ARTICLE 25: SALARIES

25.1 Sergeants salaries will be 15.50% higher than a Senior Ranger's compensation based on Appendix A of the Ranger collective bargaining agreement. On January 1, 2014, the hourly wage for Sergeants will be \$34.979. On January 1, 2015, the hourly wage for Sergeants will be \$35.784. On January 1, 2016, the hourly wage for Sergeants will be \$36.500.

25.2 Field Training Officers (FTO's) will be paid an additional \$3.00 per hour while performing as a FTO.

25.3 Midnight Shift Premium Sergeants who are scheduled to work during the midnight shift will receive an additional thirty-five cents (\$.35) per hour for each hour worked during the midnight shift.

ARTICLE 26: MISCELLANEOUS

26.1 BULLETIN BOARDS. The sergeants will use the bulletin board designated for rangers.

26.2 COPIES OF AGREEMENT. Cleveland Metroparks agrees to make copies of this Agreement and supply same to the sergeants.

26.3 LEGAL REPRESENTATION. Cleveland Metroparks agrees to comply with all provisions of Ohio R.C. Section 2744.07 and .08 with regard to providing liability protection for those covered by this Agreement when they are acting in good faith within the scope of their duties and in accordance with the rules and regulations governing the employee with Cleveland Metroparks.

26.4 RIDING WITH SERGEANTS. FOP/OLC Staff Representatives may ride with sergeants upon notice to the Chief. FOP/OLC Staff Representatives shall not interfere with the duties of the sergeant or carry a weapon while riding in the vehicle.

26.5 UNIFORMS. The annual uniform maintenance allowance is \$600.00, one-half (½) payable June 1<sup>st</sup> and one-half (½) payable December 1<sup>st</sup>.

26.6 IN-SERVICE TRAINING. Employees annually will receive a \$100.00 supplement upon completing forty (40) hours of Cleveland Metroparks in-service training. Such amount shall be paid in a separate check.

26.7 OFF DUTY CONSULTATION PAY. Sergeants contacted by prosecutor or administrative officers while off duty will be paid for consultation for case preparation time rounded to ¼ hour.

26.8 WORK RULES

26.8.1 Existing work rules are contained in the Ranger Manual which is supplied to each employee, and in the Cleveland Metroparks Employee Handbook which is available at each Ranger location.

26.8.2 New or changed rules (other than those of a truly emergency nature and other than safety rules) shall be provided to the FOP/OLC seven (7) days in advance to solicit its views. If the FOP/OLC suggests changes in the rule presented to it which the Employer accepts, the rule will be so amended. However, the final decision shall be that of the Employer, and the new or changed rule shall be sent electronically to all bargaining unit members for review and acknowledgement provided that the network and/or operating systems are fully operational.

26.8.3 Where a work rule is in conflict with an express provision of the Agreement, the Agreement shall prevail.

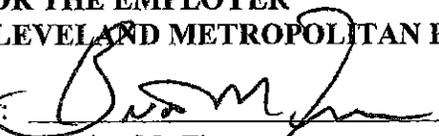
ARTICLE 27: DURATION

A. This Agreement shall be effective January 1, 2014 and it shall remain in effect until midnight, December 31, 2016, and from year to year thereafter unless either party gives written notice to the other of its desire to modify or terminate this Agreement. Such notice may be given not more than ninety (90) days nor less than sixty (60) days prior to December 31, 2016. If any such notice is given this Agreement shall remain in effect until the terms and provisions of a new Agreement are agreed upon. Any notice to modify or terminate this Agreement shall comply with O.A.C. 4117-1-02 as amended.

C. If during the duration of the parties' Collective Bargaining Agreement, Cleveland Metroparks enters into a Collective Bargaining Agreement with other unions that provide a total wage package financially more favorable than the instant Agreement, Cleveland Metroparks will, upon the written request of the FOP, provide its bargaining unit with the same package.

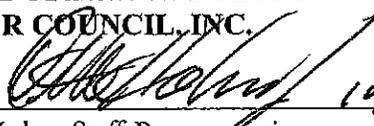
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Cleveland, Ohio, this 9 day of October 2014.

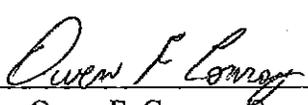
**FOR THE EMPLOYER  
CLEVELAND METROPOLITAN PARK DISTRICT**

By:   
Brian M. Zimmerman  
Chief Executive Officer

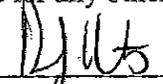
By:   
Rosalina M. Fini  
Chief Legal & Ethics Officer  
(Subject to Board approval)

**FOR THE  
FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL, INC.**

By:  10/2/14  
Otto Holm, Staff Representative

By:  10/6/14  
Owen F. Conroy, Sergeant

I hereby certify that there are funds of the Board of  
Park Commissioners of the Cleveland Metropolitan  
Park District in the amount of this estimate not  
appropriated for any other purpose.

  
DAVID J. KUNTZ, CHIEF FINANCIAL OFFICER

DATE: 10/1/14

**Cleveland Metroparks Full-time Benefits Summary**  
 Effective January 1, 2014 - December 31, 2014

Appendix A – Sergeant Agreement  
 Appendix B – Ranger Agreement

	<b>A Plan Medical Mutual of Ohio SuperMed Plus</b>	<b>B Plan Medical Mutual of Ohio SuperMed Plus</b>
<b>In-Network Benefits</b>		
Annual Deductible Individual	\$300	\$750
Annual Deductible Family	\$600	\$1,500
<b>Annual Out-of-Pocket Maximum</b>		
Per Person	\$1,500	\$4,500
Maximum Per Family	\$3,000	\$9,000
<b>Preventive Care</b>		
Annual Physical	Covered in Full	Covered in Full
Well-Child Care	Covered in Full	Covered in Full
Immunizations	Covered in Full	Covered in Full
Mammograms	Covered in Full	Covered in Full
<b>Professional</b>		
Office Visit – Primary Care	\$20 Copay	\$25 Copay
Office Visit – Specialist	\$40 Copay	\$50 Copay
<b>Teladoc Consultation</b>	<b>\$10 Copay</b>	<b>\$10 Copay</b>
Diagnostic Services	20% Coinsurance	25% Coinsurance
Inpatient Professional Services	20% Coinsurance	25% Coinsurance
<b>Hospital/Facility</b>		
Inpatient Care	20% Coinsurance	25% Coinsurance
Outpatient Facility Charges	20% Coinsurance	25% Coinsurance
Facility Charges (non-hospital)	20% Coinsurance	25% Coinsurance
<b>Mental Health/Substance Abuse</b>		
Outpatient	\$20 Copay	\$25 Copay
Inpatient	20% Coinsurance	25% Coinsurance
<b>Other Services</b>		
Emergency use of an Emergency Room	\$150 Copay	\$200 Copay then 25% Coinsurance
Urgent Care	\$30 Copay	\$75 Copay
<b>Out-of-Network Benefits</b>		
Annual Deductible Individual	\$1,000	\$1,500
Annual Deductible Family	\$2,000	\$3,000
Preventive Care, Professional, Hospital/Facility, Urgent Care and Mental Health/Substance Abuse Services	30% Coinsurance	40% Coinsurance
Annual Out-of-Pocket Maximum Per Person	\$3,000	\$6,000
Annual Out-of-Pocket Maximum Per Family	\$6,000	\$12,000
Emergency Use of an Emergency Room	\$150 Copay	\$200 Copay then 25% Coinsurance
Lifetime Maximum	Unlimited	Unlimited
Annual Maximum	Unlimited	Unlimited

<b>Wellness Requirement</b>	<b>Monthly Premium Credit (Employee Completes)</b>	<b>Monthly Premium Credit (All Dependents Complete)</b>
Submit Preventative Care Certification from Primary Care Physician	\$15	\$10
Non-Tobacco User Certification/Affidavit	\$10	\$5
Register for Teladoc	\$5	\$5
Completion of Health Risk Assessment	\$15	\$5
<b>Total Available Credits</b>	<b>\$45</b>	<b>\$25</b>

# CLEVELAND METROPARKS

established 1917

clevelandmetroparks.com

Administrative Offices | 4101 Fulton Parkway | Cleveland, OH | 44144  
Phone 216-635-3200 | Fax 216-635-3286

## BOARD OF PARK COMMISSIONERS

Bruce G. Rinker, President  
Debra K. Berry, Vice-President  
Dan T. Moore, Vice-President

CHIEF EXECUTIVE OFFICER  
Brian M. Zimmerman



**Cleveland  
Metroparks**



September 5, 2014

Otto J. Holm, Jr.  
Fraternal Order of Police  
Ohio Labor Council, Inc.  
14918 Triskett  
West Park, OH 44111

RE: Letter of Understanding – Critical Incident Proposal - Sergeant

Dear Mr. Holm:

A Critical Incident is any event that occurs in the performance of a sergeant's duties with significant emotional power, strong enough to produce unusual or distressing reactions in emergency service professionals. A critical incident is so unusual that it overwhelms the normal coping ability of emergency personnel and may produce stressful reactions which can include physical, emotional, cognitive, and behavioral symptoms. Critical incident stress is a normal human reaction to an abnormal event.

Critical incidents include by way of example and not limitation are shootings, suicides, hostage situations, traumatic injury, major physical assaults, handling multiple fatalities, handling child fatalities, severe automobile accidents, and sudden or violent death of a fellow employee or family member. These stressful events, outside the normal range of human experience, may generate intense stress reactions which briefly interfere with a person's coping mechanisms.

- A. The psychological well-being and fitness-for-duty status are of the highest priority. Therefore, all Ranger Department employees directly involved in a critical incident who believes that the event may interfere with performance of his/her duties shall notify the chief and shall be required to consult with a licensed psychologist/psychiatrist through a referral to Cleveland Metroparks Employee Assistance Provider (IMPACT), as soon as possible.
- B. The licensed, psychologist/psychiatrist or IMPACT personnel will be asked to assist Cleveland Metroparks in determining the involved sergeant's fitness for active duty.
- C. The consultation sessions will be protected as privileged relationship. No report of any kind will be forwarded to the Ranger Department.
- D. The licensed psychologist/psychiatrist shall issue the fitness-for-duty decision. The written report from the physician shall either state the involved sergeant is fit for regular duty, fit for transitional duty (and state all restrictions regarding

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Brian M. Zimmerman



**Cleveland  
Metroparks**



Critical Incident Proposal

September 5, 2014

Page 2 of 2

performance of that transitional duty) or not fit for duty of any kind. See Employee Handbook, Section 410.

- F. If the physician's decision recommends that the sergeant is fit for duty, then the sergeant shall be returned to his/her regular duties immediately.
- G. If the physician's decision recommends that the sergeant not be returned to active duty, or produces serious reservations concerning the sergeant's well-being, then he/she shall be placed on paid administrative leave until the appropriate counseling is completed and a second fitness-for-duty evaluation recommends that the sergeant be returned to regular duty.

Sincerely,

Harold G. Harrison  
Chief Human Resources Officer

HGH/tg

It is hereby agreed:

  
\_\_\_\_\_  
Otto J. Holm, Jr.

10/2/14  
Date

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CHIEF EXECUTIVE OFFICER  
Brian M. Zimmerman



September 5, 2014

EXHIBIT A

Otto Holm, Jr.  
Fraternal Order of Police/  
Ohio Labor Council, Inc.  
14918 Triskett  
West Park, OH 44111

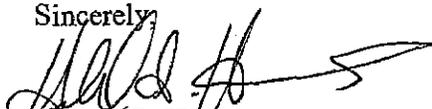
Re: Letter of Understanding-Special Details  
Article 19.1 (Gold)  
Article 21.1 (Blue)

Dear Mr. Holm:

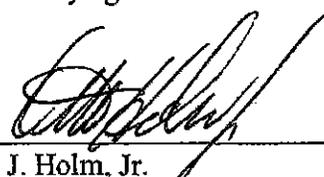
The parties desire to equalize the opportunity to work special details among all eligible employees. It is agreed that on a quarterly basis, the FOP President or his designee may review the special detail records. If there are any major discrepancies (i.e., twenty percent) in terms of total "hours worked and/or offered" between employees, those employees will be identified. At a no-cost basis to Cleveland Metroparks, upon agreement with a representative of the Chief of Rangers, those individuals will receive priority in being offered future jobs so as to generally equalize "hours worked and/or offered" of special details among employees.

Further, this letter is written to memorialize our understandings concerning the equalization of the opportunities to work special details among all eligible employees. Cleveland Metroparks and the FOP agree to establish a Committee to review procedural issues relating to the assignment and equalization of special detail work. The Committee shall have the authority to establish protocols and guidelines as to how assignments will be made and how equalization of hours will be achieved. The Committee shall consist of one representative of the Gold unit, one representative of the Blue unit, one lieutenant appointed by the Chief, and the Chief or his designee. Additionally, the Director of Human Resources shall serve as Secretary to the Committee and shall reduce to writing any guidelines and protocols promulgated by the Committee. All decisions of the Committee must be unanimous.

Sincerely,

  
Harold G. Harrison  
Chief Human Resources Officer

It is hereby agreed:

  
Otto J. Holm, Jr.

10/2/14  
Date



**Cleveland  
Metroparks**

Administrative Offices  
4101 Fulton Parkway  
Cleveland, Ohio 44144  
(216) 351-6300  
FAX (216) 351-2584  
TTY (216) 351-0808  
www.clemetparks.com

Board of Park  
Commissioners  
John K. O'Toole  
President

Fred Rzepka  
Vice President

David W. Whitehead  
Vice President

Executive  
Director-Secretary  
J. Hartenburg

November 26, 1997

EXHIBIT B

Otto Holm, Jr.  
Fraternal Order of Police  
Ohio Labor Council, Inc.  
14918 Triskett  
West Park, OH 44111

RE: Letter of Understanding - Ranger Agreement

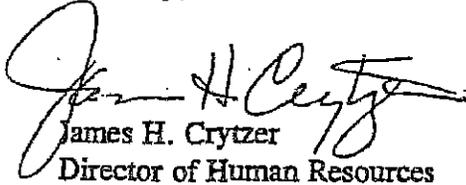
Dear Mr. Holm:

The parties agree that notwithstanding any language in Article 22, Cleveland Metroparks usage of the schedule below is in full compliance with this contract:

Week	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1	O	X	X	O	O	O	O
2	O	O	X	X	O	O	O
3	O	O	O	X	X	O	O
4	O	O	O	O	O	X	X
5	X	O	O	O	O	O	X
6	X	X	O	O	O	O	O

X = Day Off  
O = Day Scheduled

Sincerely,

  
James H. Crytzer  
Director of Human Resources

JHC/tg



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**Cleveland  
Metroparks**



September 5, 2014

Otto Holm, Jr.  
Fraternal Order of Police/  
Ohio Labor Council, Inc.  
14918 Triskett  
West Park, OH 44111

Re: Letter of Understanding - Amended Annual Sick Leave Conversion Plan

Dear Mr. Holm:

This letter is to confirm that the parties agree that Cleveland Metroparks will implement the Amended Sick Leave Conversion Plan with eligibility requirements and provisions outlined in the attached document. Further, the parties agree that such Plan is subject to the approval of the Board of Park Commissioners and the Ohio Public Employees Retirement System (OPERS).

Sincerely,

Harold G. Harrison  
Chief Human Resources Officer

It is hereby agreed:

  
\_\_\_\_\_  
Otto J. Holm, Jr.

10/2/14  
\_\_\_\_\_  
Date

Source: Harold G. Harrison  
Director of Human Resources  
Revised Date: September 28, 2012

Approved: October 16, 2012 by  
Ohio Public Employees Retirement System



## AMENDED ANNUAL SICK LEAVE CONVERSION PLAN

### Sick Leave Conversion

**Effective Date:** Effective February 5, 2004, the Board of Park Commissioners approved a Cleveland Metroparks Annual Sick Leave Conversion Plan. The Plan was approved effective March 8, 2004, by the Ohio Public Employees Retirement System (OPERS). On August 26, 2010, the Board of Park Commissioners approved amendments to the Plan. Additionally, Cleveland Metroparks is required to submit the Plan to OPERS for approval on an annual basis.

On October 11, 2012, the Board of Park Commissioners approved further amendments to the Plan as a result of modifications to the Ohio Revised Code Section 145.01, effective January 2012.

**Eligibility:** All full-time regular employees with a minimum accumulated sick leave balance of 1,000 total hours, but not less than 240 hours, except in the last year of service. Accumulated sick leave includes sick leave accumulated during employment with Cleveland Metroparks.

**Conversion:** Any employee who meets the eligibility criteria stated above may annually elect to convert one (1) hour of current accrued sick leave up to a maximum of 120 hours; however, the employee must simultaneously forfeit three (3) hours of previously accumulated sick leave hours to a maximum of 360 hours; for a total of 480 hours deducted from the employee's accumulated sick leave balance.

**NOTE:** The number of sick hours used in the current year is deducted from the maximum allowable hours eligible to convert. An employee must convert at least a minimum of 40 hours of current accrued sick leave.

For example:

If an employee converts 120 hours of current year accumulated sick leave, which would be earnable base compensation, the employee

would also be required to forfeit 360 hours of previous accumulated sick leave for a total of 480 hours.

Sick Leave Balance	Curr Yr Sick Leave Accrual	Less Sick Hours Used in Curr Yr	Sick Leave Balance	Sick Hrs Conv (2nd Pay Dec)	3 x Sick Leave Forfeiture	Sick Leave Bal After Conv
1,000	+ 120	- 0	1,120	- 120	- 360	= 640

If an employee uses sick hours in the current year, the sick hours used must be deducted from the maximum hours eligible to convert.

Sick Leave Balance	Curr Yr Sick Leave Accrual	Less Sick Hours Used in Curr Yr	Sick Leave Balance	Sick Hrs Conv (2nd Pay Dec)	3 x Sick Leave Forfeiture	Sick Leave Bal After Conv
1,000	+ 120	- 50	1,070	- 70	- 210	= 790

In addition to all applicable payroll taxes, any such earnable base compensation will be subject to applicable Ohio Public Employees Retirement System (OPERS) contributions by both the employee and Cleveland Metroparks and may be included in calculating your final average salary (FAS) for OPERS retirement benefits. Accumulated personal days or any other type of leave cannot be converted under this Plan.

If an employee is not eligible to participate in this conversion plan, elects not to convert any or all of his or her accumulated sick leave or has a remaining sick leave balance after conversion, the current plan available to employees who resign or retire with 10 years of continuous employment with Cleveland Metroparks, as described in Section 407 of the Employee Handbook, will remain in effect.

**Election:**

On or before November 1<sup>st</sup> of each year, any employee wishing to convert sick leave in the manner described above must submit a completed application form to the Department of Human Resources.

**Payment:**

Any elected conversion amount will be subject to verification by the Payroll Manager, Office of the Treasurer. Payment of any amount converted to earnable base compensation will be paid during the last pay date of December.

Note: An employee cannot convert dollars in any one year more than they earn in that year.

Earnable base compensation may be deposited into an employee's Ohio Public Employees Deferred Compensation Program account. However, to arrange such deposit the employee must contact the Ohio Public Employees Deferred Compensation Program at 1-877-644-6457 at least thirty (30) days prior to receiving his/her conversion payment.